

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

FILED
IN CLERKS OFFICE

2004 SEP 23 P 2:01

United States of America

v.

Criminal No. 1:03-cr-10362-PBS
U.S. DISTRICT COURT
DISTRICT OF MASS.

Fabian A. Ruiz

AFFIDAVIT OF ROBERT L. IRELAND

I, Robert L. Ireland, depose and on my oath do swear:

1. I am the CEO and General Manager of Link Trailer Repair, 3214 E. President Street, Tuscon, Arizona 85714.
2. Attached to this affidavit as Exhibit A is a true and complete copy of a Partnership Agreement entered into between myself and Fabian A. Ruiz, dated March 15, 2002.
3. Pursuant to the Partnership Agreement, Mr. Ruiz is my partner in Link Trailer Repair. Attached to this Affidavit as Exhibit B is a true and complete copy of the City of Tuscon Business Privilege License issued to Link Trailer Repair, % F. Ruiz, effective March 15, 2002.
4. Attached to this affidavit as Exhibit C are true and complete copies of the following documents concerning The Far Service Company; (a) a printout from the State of Arizona, Corporations Commission Public Access System confirming The Far Service Company was registered with the State; (b) an Arizona Joint Tax Application for The Far Service Company dba Link Trailer Repair and (c) City of Tuscon Business License No. 0130031 issued to c/o F. Ruiz, The Far Service Company.
5. On or about July 19, 2003, I entered into a General Agreement with Ray V. Anderson concerning a 1997 Overland Motor Home, VIN No. 4UZVLCA4VC696624. A true copy of the General Agreement is appended hereto as Exhibit D. On July 14, 2003, Mr. Anderson signed a Power of Attorney, a true copy of which is appended hereto as Exhibit E.
6. Mr. Ruiz owned a set of keys to the Overland Motor Home, took family vacations in the motor home and lived in it for approximately a month, when it was parked on the property of Link Trailer Repair in September, 2003.
7. Pursuant to the Partnership Agreement (Exhibit A), the interest acquired in the Motor Home pursuant to the General Agreement (Exhibit B) was owned equally by both myself and Mr. Ruiz. Mr. Ruiz held the same right to exclude people

PARTNERSHIP AGREEMENT

Know all men by this present, that on March 15, 2002, Fabian A. Ruiz and Robert L. Ireland enter into this partnership agreement for the purpose of operating various kinds of businesses.

This shall be an equal closed partnership with each partner holding 50% interest in any business held by this partnership.

In every business shared by this partnership, Fabian A. Ruiz shall be sole proprietor and president and Robert L. Ireland shall be CEO and general manager.

The first business to be created by this partnership shall be known as "The Far Service Company." This company shall act as the holding company for all other businesses for this partnership.

Each partner shall receive equally all income from all businesses under this partnership and have equal obligation.

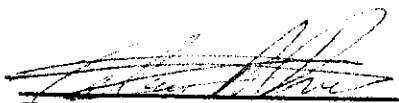
All assets such as tools, vehicles, trailers, parts and equipment, but not limited too, acquired by either partner whether held in a company name or the name of one of the partners, while this partnership agreement is in effect, shall be owned equally by both partners.

It is understood by both partners, that any original investment made by either partner shall be repaid to that party as his sole and separate investment outside the partnership.

All decisions concerning other investors shall be made by Fabian A. Ruiz and Robert L. Ireland only and shall not bring anyone else into this partnership as an additional partner. It is agreed by both partners that such investors should be compensated based on a percentage of the business profits from the specific business invested in only. It is further agreed and understood by both partners that no one shall be allowed to invest in the holding company known as "The Far Service Company." Neither partner shall sell or convey any part of their interest in this partnership to any other person.

In the event that either partner should be deceased or otherwise incapacitated where that partner could not be active in the day to day operations of the businesses held by this partnership, that partner's interests shall automatically be transferred to the remaining partner. It is further agreed and understood that the remaining partner shall at his own discretion pay to the immediate family of his previous partner, "as designated by that partner," 25 % of the adjusted net profits of the partnership.

Signed and dated this 15th day of March, 2002


Fabian A. Ruiz


Robert L. Ireland

REVENUE DIVISION - LICENSES

VALID UNTIL REVOKED
OR CANCELLED

0170917

MUST BE DISPLAYED IN A
CONSPICUOUS PLACE**BUSINESS PRIVILEGE LICENSE**

For the Payment of Ten Dollars, the person or Firm Below is Hereby Licensed to Conduct the

Business of RETAIL

upon the condition that the tax accruing to the City of Tucson shall be paid under the provisions of Ch. 19, City Code

This License is subject to Revocation for Violation of Ch. 19 of the City Code

Tucson Code, Chap. 17 "Human Resources" prohibits discrimination based on race, color, religion, ancestry, national origin, or sex, in areas of public accommodations, employment, housing, and other areas affecting the inhabitants of the City of Tucson

Issued LINK TRAILER REPAIR

To: % F RUIZ

3214 E PRESIDENT

TUCSON AZ

85714 2044

Located at 3214 - E PRESIDENT

Effective March 15, 2002

The Number Which This License Bears Will Be Entered On Your Monthly Report And Should
Be Included in All Correspondence

By

A handwritten signature in dark ink, appearing to read "Ray J. Long".

Finance Director

Exhibit B



STATE OF ARIZONA
CORPORATION COMMISSION
CORPORATION ANNUAL REPORT
& CERTIFICATE OF DISCLOSURE



DUE ON OR BEFORE 06/20/2003

FY02-03

FILING FEE \$45.00

The following information is required by A.R.S. §§10-1622 & 10-11622 for all corporations organized pursuant to Arizona Revised Statutes, Title 10. The Commission's authority to prescribe this form is A.R.S. §§10-121.A. & 10-3121.A. **YOUR REPORT MUST BE SUBMITTED ON THIS ORIGINAL FORM.** Make changes or corrections where necessary. Information for the report should reflect the current status of the corporation. See instructions for proper format. **REFER TO THE INSTRUCTIONS ON PAGE 4.**

1. -1035372-1

FAR SERVICE COMPANY, INC.
3214 E PRESIDENT ST
TUCSON, AZ 85714

Ed. cr. #1599
4/30/3

Business Phone: _____ (Business phone is optional.)
State of Domicile: **ARIZONA** Type of Corporation: **BUSINESS**

2. Statutory Agent: **ROBERT N HOLDERMAN**
Mailing Address: **7229 N THORNYDALE RD #109**
City, State, Zip: **TUCSON, AZ 85741**

Physical Address, If Different.
Physical Address:
City, State, Zip:

ACC USE ONLY

Fee \$ _____
Penalty \$ _____
Reinstate \$ _____
Expedite \$ _____
Resubmit \$ _____

Use this box only if appointing a new Statutory Agent

If appointing a new statutory agent, the new agent **MUST** consent to that appointment by signing below.

I, (individual) or We, (corporation or limited liability company) having been designated the new Statutory Agent, do hereby consent to this appointment until my removal or resignation pursuant to law.

Signature of new Statutory Agent

3. Secondary Address:

(Foreign Corporations are
REQUIRED to complete
this section.)

4. Check the one category below which best describes the CHARACTER OF BUSINESS of your corporation.

BUSINESS CORPORATIONS

- | | |
|---|---|
| <input type="checkbox"/> 1. Accounting | <input type="checkbox"/> 20. Manufacturing |
| <input type="checkbox"/> 2. Advertising | <input type="checkbox"/> 21. Mining |
| <input type="checkbox"/> 3. Aerospace | <input type="checkbox"/> 22. News Media |
| <input type="checkbox"/> 4. Agriculture | <input type="checkbox"/> 23. Pharmaceutical |
| <input type="checkbox"/> 5. Architecture | <input type="checkbox"/> 24. Publishing/Printing |
| <input type="checkbox"/> 6. Banking/Finance | <input type="checkbox"/> 25. Ranching/Livestock |
| <input type="checkbox"/> 7. Barbers/Cosmetology | <input type="checkbox"/> 26. Real Estate |
| <input type="checkbox"/> 8. Construction | <input type="checkbox"/> 27. Restaurant/Bar |
| <input type="checkbox"/> 9. Contractor | <input type="checkbox"/> 28. Retail Sales |
| <input type="checkbox"/> 10. Credit/Collection | <input type="checkbox"/> 29. Science/Research |
| <input type="checkbox"/> 11. Education | <input type="checkbox"/> 30. Sports/Sporting Events |
| <input type="checkbox"/> 12. Engineering | <input type="checkbox"/> 31. Technology(Computers) |
| <input type="checkbox"/> 13. Entertainment | <input type="checkbox"/> 32. Technology(General) |
| <input type="checkbox"/> 14. General Consulting | <input type="checkbox"/> 33. Television/Radio |
| <input type="checkbox"/> 15. Health Care | <input type="checkbox"/> 34. Tourism/Convention Services |
| <input type="checkbox"/> 16. Hotel/Motel | <input type="checkbox"/> 35. Transportation |
| <input type="checkbox"/> 17. Import/Export | <input type="checkbox"/> 36. Utilities |
| <input type="checkbox"/> 18. Insurance | <input type="checkbox"/> 37. Veterinary Medicine/Animal Care |
| <input type="checkbox"/> 19. Legal Services | <input checked="" type="checkbox"/> 38. Other TRUCK REPAIR |

NON-PROFIT CORPORATIONS

- | |
|--|
| <input type="checkbox"/> 1. Charitable |
| <input type="checkbox"/> 2. Benevolent |
| <input type="checkbox"/> 3. Educational |
| <input type="checkbox"/> 4. Civic |
| <input type="checkbox"/> 5. Political |
| <input type="checkbox"/> 6. Religious |
| <input type="checkbox"/> 7. Social |
| <input type="checkbox"/> 8. Literary |
| <input type="checkbox"/> 9. Cultural |
| <input type="checkbox"/> 10. Athletic |
| <input type="checkbox"/> 11. Science/Research |
| <input type="checkbox"/> 12. Hospital/Health Care |
| <input type="checkbox"/> 13. Agricultural |
| <input type="checkbox"/> 14. Animal Husbandry |
| <input type="checkbox"/> 15. Homeowner's Association |
| <input type="checkbox"/> 16. Professional, commercial
Industrial or trade association |
| <input type="checkbox"/> 17. Other _____ |



DETACH AND POST CONSPICUOUSLY AT PLACE OF BUSINESS

BUSINESS LICENSE
CITY OF TUCSON
OCCUPATIONAL OR LIQUOR

REVENUE DIVISION
250 W. ALAMEDA
P.O. BOX 27210
TUCSON, AZ 85726-7210
(520) 791-4558

LICENSE 0130021 CODE 127 FEE 24.00 EMPLS. 00001 SIC 7310 IC

COVERING PERIOD FROM 03/13/02 TO 06/30/02

DESCRIPTION CONSULTANT SERVICES

LOCATION 3214 E. PRESIDENT

THIS IS NOT A
RESALE LICENSE

C/O F. RUTZ
FAR SERVICE COMPANY THE
3214 E. PRESIDENT
TUCSON, AZ 85714

Business Name LINK TRAILER REPAIR

License Number 0170917



DETACH AND POST CONSPICUOUSLY AT PLACE OF BUSINESS

BUSINESS LICENSE
CITY OF TUCSON
OCCUPATIONAL OR LIQUOR

REVENUE DIVISION
250 W. ALAMEDA
P.O. BOX 27210
TUCSON, AZ 85726-7210
(520) 791-4558

LICENSE 0130022 CODE 121 FEE 24.00 EMPLS. 00001 SIC 7800 IC

COVERING PERIOD FROM 06/18/02 TO 06/30/02

DESCRIPTION REPAIR - GENERAL MCO

LOCATION 3214 E. PRESIDENT

THIS IS NOT A
RESALE LICENSE

LINK TRAILER REPAIR
3214 E. PRESIDENT ST
TUCSON, AZ 85714

FOLD HERE

GENERAL AGREEMENT

hm: 520-883-270

Owner Name: Ray V. Anderson Phone: wk: 310-615-763Street Address: 1188 W. 1st St. City: Tucson State: AZ Zip: 85714Drivers Name: Robert L. Ireland Phone: 520-295-03Street Address: 3214 E. President St. City: Tucson State: AZ Zip: 85714Driver S.S. 286-30-1030 DL #: D01303648 AZ State: AZVIN: 4UZZ6VLCA4VC696624 Mileage: 8,301 License #: _____Vehicle Year: 97 Make: Cummins Model: Lorado Type: 40' Motor HomeThis agreement is made this 19th day of July, 2003 by and between Owner and Driver, in consideration of conveyance, promises and agreements contained herein. Both parties agree as follows:

1. **DISCLOSURE:** Owner is the legal titleholder (registered owner) of said vehicle. Owner further discloses that CIT is the legal lienholder and the balance owed on said vehicle is: \$ 278,428.88, payable as follows: \$ 1,573.04 per month with a final payment of \$ 1,573.04 due after 177 payments. There are no other liens or monies owed on said vehicle.

2. Owner hereby agrees to let Driver use the motor vehicle described above. Driver agrees to make monthly payments on Owner's vehicle. \$ 1,573.04 per month beginning 2nd day of August 2003. Each payment will be due on or before the 2nd day of each month until paid.

Payments must be made by CASHIER'S CHECK made payable to:

LOAN COMPANY: CIT ACCOUNT #: 13191549
ADDRESS: 715 Metropolitan Ave. O.K. City, OK 73124 PHONE #: 800-621-1433

Failure to pay a single monthly payment on or before the due date shall be considered an act of default and Driver understands and agrees that he/she will be subject to the provisions herein listed in paragraph 5 and 6 of this contract dealing with default and repossession. In addition, Driver has the option to purchase the motor vehicle in accordance with the provisions listed in paragraph 9 of this contract (Option to Purchase).

3. **INSURANCE:** Driver understands and agrees to the following:

Owner does not provide any insurance coverage such as public liability, collision, comprehensive, property damage. All insurance coverage shall be the responsibility of the party driving the vehicle and it shall be the Driver's obligation to procure all necessary insurance including all such insurance that the above named lienholder may require.

The coverage must be in the amounts not less than 100,000.00 per person, BI 300,000.00 per accident, BI and 100,000.00 property damage with deductibles of \$500.00 and \$500.00.

4. **MAINTENANCE:** Driver shall at his sole expense, keep the vehicle good order, appearance and repair. Vehicle must be properly serviced in accordance with recommendations set forth in owner's manual. Any additions, repairs, and accessories placed on the vehicle shall become a part thereof and become the property of the Owner. Driver shall bear risk of loss, theft, damage or destruction of the vehicle for any cause whatsoever and Driver shall promptly make all satisfactory repairs to the vehicle. Driver shall not cause or permit the vehicle to be loaned, rented, operated, garaged or used in an illegal or improper manner or in violation of any applicable law, regulation, ordinance, or otherwise, or so as to cause or permit the cancellation or suspension of insurance coverage or to use or permit the vehicle to be used as a public carrier. Driver shall not cause or permit the vehicle to be removed from the state of AZ without prior consent. Owner or anyone appointed by Owner shall have the right to inspect said vehicle at least (1), one time per month and Driver shall make said vehicle available to Owner or Owner's appointee for such inspection.

5. **DEFAULT:** Owner may terminate this agreement and has the right to possession of the vehicle in the event that Driver defaults in any provisions of the agreement at which time Owner shall have the right of repossession of the vehicle. The occurrence of any of the following shall constitute an act of default by Driver:

- Failure of Driver to abide by any of the provisions of this agreement.
- Failure to make timely payments as provided herein.
- Failure to maintain full insurance coverage as provided herein.
- Failure to notify Owner of change of address and/or telephone number as provided herein.
- Any proceeding by Driver in bankruptcy or for relief of debts.

6. **REPOSSESSION:** In the event of default, Driver agrees to forfeit and return possession of the vehicle to Owner. In the event Driver fails to return said vehicle, Owner shall have the right to retake and repossess said vehicle with or without process of law. Driver hereby expressly authorizes Owner or Owner's appointee to enter onto any premises where the vehicle may be found for the purpose of repossessing said vehicle. Driver agrees to be held personally liable to Owner for all cost of collection, repossession, storage, and other charges and expenses incurred in enforcing any rights hereunder, including attorney fees and cost to the extent permitted by law.

7. **WARRANTY AND LIABILITY DISCLAIMER:** Owner makes no warranties or representations expressed or implied, in connection with said vehicle. Owner shall not be liable to any person for any loss, cost or damages whatsoever or howsoever arising, whether from the possession, use, loss of use,

ARIZONA DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLE DIVISION

POWER OF ATTORNEY

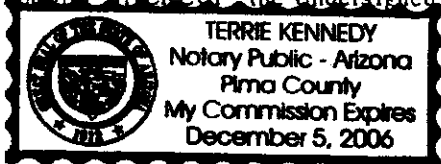
KNOW ALL MEN BY THESE PRESENTS, That the undersigned Ray V. Anderson
 Of the County of PIMA, State of ARIZONA, Being the Buyer, Seller or Owner
 of the following described Motor Vehicle: Make OVERLAND Year 97
 Body Style LORADO VIN 40Z6VLC44VC696624
 Does hereby make, constitute and appoint ROBERT L. FRELAND
 Address 3214 E. PRESIDENT ST. City TUCSON State AZ.
 County of PIMA True and lawful attorney in fact to sign in the name, place and stead of the under-
 signed any Certificate of Ownership issued by the Arizona Department of Transportation, Motor Vehicle Division, State
 of Arizona, covering the motor vehicle described above, in whatever manner necessary to transfer any registration of
 said motor vehicle.

Granting and giving unto said attorney in fact full authority and power to do and perform any and all acts necessary or
 incident to the execution of the powers herein expressly granted with power to do and perform all acts authorized hereby,
 as fully to all interests and purposes as the grantor might, or could do if personally present, with full power of substitution.

IN TESTIMONY WHEREOF, the Undersigned Hereto set hand this

19 Day of July 2003

(Seal)



Ray V. Anderson
SIGNATURE

SIGNATURE

Subscribed and sworn to before me this 21st day of

July

2003

Terrie Kennedy
NOTARY PUBLIC

DECEMBER 5th 2006
COMMISSION EXPIRES

**Link Trailer Repair and Fabrication
3214 E. President Street
Tucson, Arizona 85714
1-520-295-0316
Fax 889-4443**

To Whom it may concern:

October 17, 2003

Be it known that on the above date I Robert Ireland have given to Sean Stark my permission to use my 1997 Overland Motorhome for his vacation.

Robert Ireland

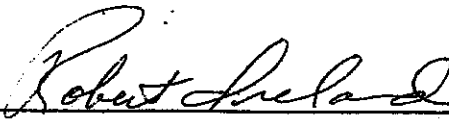


Exhibit F